

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X Case No.: 23-35660
IN RE: Chapter 13

AARON FISCHMAN, 355 Main Street
Debtor Poughkeepsie, NY 10601

-----X November 21, 2023
9:00 a.m.- 9:33 a.m.

23-35660-cgm Aaron Fischman Chapter 13

Dawn Kirby and Julie Cvek Curley representing Aaron Fischman
(Debtor) Thomas C. Frost (Trustee) (no aty) representing
United States Trustee (U.S. Trustee)

Doc# 31 Motion to Stay /Debtors Motion for an Order: (I)
Enforcing the Automatic Stay and (II) Granting the Debtor an
Award of Damages from Violation of the Automatic Stay filed
by Julie Cvek Curley on behalf of Aaron Fischman.
(Attachments: # 1 Exhibit A - Transcript)

Doc# 20 Motion to Convert Chapter 13 Case to Chapter 11
filed by Dawn Kirby on behalf of Aaron Fischman.
(Attachments: # 1 Proposed Order)

Doc# 10 Motion to Extend Deadline to File Schedules or
Provide Required Information
filed by Aaron Fischman. (DuBois, Linda)

[DOCKET MATTERS AND APPEARANCES CONTINUED ON NEXT PAGE]

HONORABLE CECELIA MORRIS
UNITED STATES BANKRUPTCY JUDGE

DIGITALLY RECORDED PROCEEDING TRANSCRIBED BY:
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2 VIRTUAL (ZOOM.GOV) APPEARANCES

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12 FOR SHALOM MAIDENBAUM: Erik W. Berry, Esq.
 Berry Law PLLC
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 14 New York, New York

15 Michael Z. Brownstein, Esq.
 Jill L. Makower, Esq.
 16 Tarter Krinsky Drogin, LLP
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 17 11th Floor
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18 LISTEN IN MODE: Linda Tirelli, Esq.
 19 50 Main Street
 Suite 1265
 20 for Choshen Israel, LLC
 White Plains, New York 10606

21 DOCKET MATTERS:

22 Doc# 50 Notice of Adjournment of Hearing RE: Declaration In
 Opposition To: (I) Debtors Motion To Enforce The Automatic
 23 Stay And (II) Debtors Motion To Convert Case To Chapter 11
 (related document(s)39, 38) filed by Jill L. Makower on
 24 behalf of Shalom S. Maidenbaum; hearing not held and
 adjourned to 11/21/2023 at 09:00 AM at Videoconference
 25 (ZoomGov) (CGM) .

1 Doc# 49 Notice of Adjournment of Hearing RE: Opposition -
2 Shalom S. Maidenbaums Opposition To Debtors Motion For An
3 Order: (I) Enforcing The Automatic Stay And (II) Granting
4 The Debtor An Award Of Damages From Violation Of The
5 Automatic Stay (related document(s)31) filed by Jill L.
6 Makower on behalf of Shalom S. Maidenbaum; hearing not held
7 and adjourned to 11/21/2023 at 09:00 AM at Videoconference
8 (ZoomGov) (CGM) .

9 Confirmation Hearing

10 Chapter 13 341(a) Notice 341(a) meeting to be held on
11 9/11/2023 at 11:30 AM at Office of UST (TELECONFERENCE
12 ONLY). Confirmation hearing to be held on 10/24/2023
13 at 08:59 AM at Videoconference (ZoomGov) (CGM) Last day to
14 object to dischargeability of a debt is 11/13/2023. Last day
15 to Object to Confirmation 10/16/2023, Proofs of Claim due by
16 10/19/2023, (DuBois, Linda).

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1 (Proceeding commences at 9:00 a.m.)

2 THE COURT: Okay. The first one on the calendar
3 is 23-35660 Aaron Fischman. State your name and
4 affiliation.

5 MR. JOSE: Dennis Jose, Trustee, Judge.

6 MS. LEONHARD: Good morning, your Honor, Alicia
7 Leonhard for the U.S. Trustee.

8 MR. BERRY: Good morning, your Honor, Erik Berry
9 for Aaron Fischman.

10 MR. BROWNSTEIN: No, Erik Berry represents Shalom
11 Maidenbaum, your Honor.

12 MR. BERRY: I'm sorry, yes, obviously, your Honor,
13 I represent Shalom Maidenbaum.

14 MR. BROWNSTEIN: Good morning, your Honor, Michael
15 Brownstein, Tarter, Krinsky and Drogin representing Shalom
16 Maidenbaum.

17 THE COURT: Okay.

18 MS. CURLEY: Good morning, your Honor, this is --
19 I'm, sorry this is Julie Curley at Kirby, Aisner and Curley
20 appearing for the Debtor Aaron Fischman.

21 THE COURT: Very good. What we have here is --

22 MS. TIRELLI: Good morning, your Honor, I'm sorry,
23 Linda Tirelli. I am just representing a related party
24 Choshen Israel, LLC, and I am just here to listen in.

25 THE COURT: Okay, thank you. We are here -- I

1 don't seem to have a title on this one. Is this the -- hold
2 on a second. Help me out. Who's on first on this one?

3 MS. CURLEY: Your Honor, this is Julie Curley. I
4 believe we're here on two motions; one is the motion of the
5 Debtor to convert his case to a Chapter 11 proceeding, and
6 the second motion is to enforce or perhaps confirm the
7 automatic stay in this proceeding.

8 THE COURT: Okay.

9 MR. BROWNSTEIN: Your Honor, your Honor, I'm
10 sorry. This is Mr. Brownstein. Today is also our motion
11 to -- to dismiss the Chapter 13 case, um --

12 THE COURT: Okay. Let me tell you what I've got,
13 and then we'll go from there. What I have got is there was
14 a Chapter 13 filed with this Court on August the 10th, and
15 there had been a previous involuntary case filed on his
16 behalf, or against him is how an involuntary should be. The
17 case was dismissed on July the 7th for failure to prosecute.
18 And then one of the Debtor's creditors Shalom Maidenbaum has
19 filed two Proofs of claim in this case; one for five, five,
20 six, two, one, one, three, twenty representing five
21 judgments by concession against the Debtor and several
22 businesses to which he is connected, and this is
23 Mr. Fischman's individual case, and one for 900,000
24 representing fraud in connection with the investments made
25 by Mr. Maidenbaum and several of his Debtor's businesses.

1 Mr. Maidenbaum previously moved this Court to
2 dismiss Debtor's case for bad faith, but did not provide
3 enough information for the Courts to make that
4 determination.

5 And then the Debtor's business Choshen Israel
6 currently has a Chapter 11 pending in this Court. So
7 Mr. Maidenbaum the Debtor had been -- had been in protracted
8 litigation for some time.

9 In June of 2016, Mr. Maidenbaum commenced action
10 against the Debtor and four co-defendants, Choshen Israel,
11 Cardis Enterprises International BV, Cardis Enterprises
12 International NV, Cardis International USA and in New York
13 Supreme Court, Nassau County. Mr. Maidenbaum received
14 judgments against the Debtor and the co-defendants. After
15 receiving the judgments, Maidenbaum -- Mr. Maidenbaum
16 initiated proceeding in Israel to have his New York
17 judgments recognized by the Israeli Court in an effort to
18 enforce them against property Debtor's wife because the
19 property was in the debtor's wife's name, it was believed
20 that the Debtor had actually purchased the property.

21 Mr. Maidenbaum participated in proceedings in Israel to
22 reach such a declaratory judgment. The Israeli Court
23 ultimately concluded that the property was purchased by the
24 Debtor and replaced Debtor's wife as owner of the apartment.

25 Mr. Maidenbaum successfully attached his judgment

1 to Debtor's property in Israel. Mr. Maidenbaum then
2 attempted to move forward with his collections effort filing
3 a motion to appoint a receiver to carry out a foreclosure of
4 that apartment in order to enforce his judgments.

5 The Debtor and his wife were not paying their
6 mortgage for the property, and the Debtor's mortgage was
7 foreclosed upon. The Debtor's mortgagor was foreclosing
8 upon that property. Mr. Maidenbaum was informed by the
9 Court that the Debtor's mortgage did not believe any
10 creditors other than itself would receive anything from the
11 sale.

12 In February of 2023, Debtor's mortgagor appointed a
13 receiver to continue with the foreclosure. The mortgage
14 receiver was then faced with several attempts to delay the
15 foreclosure with appeals and attempts to receive injunctions
16 taken by Debtor and his wife. Despite those efforts, all
17 injunctions and appeals were cleared, and the receiver moved
18 forward with the sale in June of 2023.

19 Moments before the foreclosure action, the receiver
20 was made aware of an action filed by the Debtor's wife
21 against the Debtor with a Rabbinical Court in Jerusalem
22 regarding the couple's supposed divorce. I put that in
23 quotes. The receiver was informed of an injunction, but
24 having no proof of such, moved forward with the action.

25 Mr. Maidenbaum was one of the bidders at auction but

1 did not prevail. The property was sold to Mr. Daniel Beir
2 (phonetical) for approximately 3.8 million.

3 When the receiver moved the Israeli Court the
4 approve the sale, the Debtor's wife filed another motion to
5 stop the approval of the sale. The motion (inaudible) the
6 aforementioned Rabbinical proceeding and the Choshen Israel
7 LLC insolvency proceedings in this Court as reasons to stay
8 the foreclosure.

9 On August the 13th, 2023, Mr. Maidenbaum filed a
10 letter with that Court calling the rabbinical proceedings
11 quote "bogus". Mr. Maidenbaum assumingly did this out of --
12 I don't know. He was neither a party to the matter, nor
13 represented by the Receiver in any way.

14 On September the 18th, 2023, the sale was
15 finalized, and under Israeli Law vacated any rights of
16 interested parties, including Debtor, the mortgagor and
17 Mr. Maidenbaum. Debtor now moves this Court to enforce the
18 automatic stay and grant the Debtor an award of damages for
19 Mr. Maidenbaum's violation of the automatic stay. Debtor
20 asserts that the proceedings in Israel post-filing,
21 including Mr. Maidenbaum's unsolicited filing of the letter
22 characterizing the Rabbinical Court as quote unquote
23 "bogus," all violate the stay.

24 Debtor argues that the stay was in place and
25 continued to be in place. Mr. Maidenbaum filed opposition

1 stating that the automatic stay did not extend to actions in
2 Israeli Courts because the United States Bankruptcy Court is
3 precluded from exercising control over property of the state
4 located in a Foreign country without the assistance of the
5 Foreign court.

6 Mr. Maidenbaum argues the automatic stay is not
7 recognized in Israel unless an application of Foreign
8 proceeding is submitted to an authorized Court in the State
9 of Israel by a foreign Officer and the Israeli Court
10 exercises its discretion to recognize the foreign insolvency
11 proceeding.

12 Do I have the facts right? Mr. Berry, you're on
13 mute. You're on mute, Mr. Berry.

14 MS. CURLEY: Your Honor, this is Julie Curley. I
15 don't believe the Debtor has any issues with the facts as
16 stated. Thank you.

17 THE COURT: You're off mute.

18 MR. BERRY: I'm off mute, I'm sorry. The -- well
19 the one thing that we'd like to emphasize, that from the
20 beginning of 2023 forward, all the activity in Israel was
21 prosecuted by a Receiver who had been appointed prior to the
22 foreclosure and prior to Preliminary -- the Declaratory
23 Judgment and was representative of Bank of Jerusalem, the
24 purchase money lender.

25 We did not control the Bank of Jerusalem. We were

1 not the active party in those proceedings. The Bank of
 2 Jerusalem was the captioned petitioner of the caption.
 3 (Inaudible) the Bank of Jerusalem controlled the post-
 4 declaratory judgments events. The Bank of Jerusalem
 5 obtained the order for the sale. The Bank of Jerusalem
 6 supervised the sale. The Bank of Jerusalem moved for
 7 approval of the sale. The Bank of Jerusalem obtained
 8 approval of the sale. We had no control over this.

9 During the Israeli proceedings, the --
 10 Mr. Fischman's lawyer Mr. Barzel (phonetical) acknowledged
 11 that we had no control over it. At one point, the Court
 12 character -- the Court in Israel characterized
 13 Mr. Maidenbaum as a mere hitchhiker. We are in position of
 14 third position I believe after the bank, after taxes, and
 15 there is nothing we could do to stop it. There is nothing
 16 we could do to further it it. We were not the animating
 17 force or the driving force for this -- in this foreclosure
 18 case, Bank of Jerusalem was. We had no control --

19 THE COURT: I don't believe you were a party even.
 20 At least -- were you even a party there?

21 MR. BERRY: I think we are a named party in some
 22 proceedings, but just like, you know, if a bank forecloses
 23 in the United States and there is a second, third, fourth
 24 lender or -- or a judgment against the -- a pre-existing
 25 money judgment against the borrower, they're named as in

1 order to clear up that lien. We were --

2 THE COURT: Okay.

3 MR. BERRY: We were named by the bank. We did
4 not -- we were not a co-plaintiff with the bank. In fact,
5 we tried -- in 2022, we tried to have our own Receiver
6 appointed, and the --

7 THE COURT: And you were (inaudible) Okay. Thank
8 you, Mr. Berry. You have clarified what I thought. All
9 right, 11 U.S.C. 362 (a) provides Debtors with an automatic
10 stay from collection efforts on Debtor's -- on debts by
11 creditors. Section 362 (c) (3) provides, and I'll read it in
12 full: If a single part -- if a single or joint case is
13 filed by or against a Debtor who is an individual in a case
14 under 7, 11 or 13, and if a single or joint case of the
15 Debtor was pending within the preceeding one year period but
16 was dismissed, the stay under subsection (a) with respect to
17 any action taken with respect to a debt or property securing
18 such debt or with respect to any lease shall terminate with
19 respect to the Debtor on the 30th day after filing of the
20 later case.

21 Here, the Debtor had an involuntary case filed
22 against him and dismissed within the previous year. The
23 language of the statute indicates that even if the case is
24 filed against the Debtor, it counts as a previously filed
25 case for purposes of 362 (C) (3). The Debtor's contention

1 that there is currently a stay in place is incorrect. The
2 stay was in place from August the 10th, 2023 until it
3 terminated automatically on September the 8th, 2023.

4 Section 362 (k)(1) states that individuals injured
5 by willful violation of the automatic stay shall recover
6 actual damages, including attorneys' fees and costs.

7 To recover on an alleged violation of the automatic
8 stay, the Debtor must prove that a bankruptcy petition was
9 filed, the Debtor is an individual, the creditor received
10 notice of the petition, the creditor's actions were in
11 willful violation of the stay, and the Debtor suffered
12 damages. That's In re Parry 328 B.R. 655, Eastern District
13 of New York 2005. A willful violation of the automatic stay
14 exists when, a person takes a deliberate act in violation of
15 the stay which the violator knows to be in existence. Such
16 an act need not be performed with specific intent to violate
17 the stay. Rather, so long as the violator possessed general
18 intent to take action which have the effect of violating the
19 automatic stay, the intent required is satisfied. In re
20 Sucre 226 B.R. 340 Southern District of New York 1998. The
21 provisions of the automatic stay place the responsibility to
22 discontinue any pending collection proceeding squarely on
23 the sole shoulders of the creditor. In re Sams 106 B.R. 485
24 Southern District of Ohio, 1989.

25 Debtor's motion states that all actions taken in

1 the case in Israel were a violation of the stay; however,
2 none of those actions were taken by Mr. Maidenbaum, the
3 individual Debtor states violated the stay. Mr. Maidenbaum
4 was not a party to the proceeding that took place while the
5 stay was in effect. Mr. Maidenbaum had an interest in the
6 property prior to the bank foreclosing on his lien in the
7 Israeli matter, but was otherwise unrelated to the action.
8 Mr. Maidenbaum did file a letter in the Israeli Court during
9 the time in which the stay was in place, but that letter
10 cannot be considered a collection effort by any standard.
11 At that time, Mr. Maidenbaum's interest in the property in
12 question was certain to be extinguished by the bank's
13 foreclosure on its lien.

14 This Court can only -- and this is an assumption on
15 this Court so I can't say anything about it, was an attempt
16 to get the Court to see through the Debtor's attempts to
17 thwart the sale. Mr. Maidenbaum did not engage in any
18 collection efforts at all, the bank foreclosing upon the
19 lien did. The Court need not address whether the stay is
20 recognized by the Israeli court. Mr. Maidenbaum --
21 Mr. Maidenbaum never engaged in any collection efforts while
22 the stay was in place.

23 The Court denies the motion.

24 Mr. Berry, submit an order. You are still on mute.
25 Take yourself off mute. Take yourself off mute.

1 MR. BERRY: I don't know why that's not working
2 today but I'm off mute now and we will submit an order.
3 Thank you.

4 THE COURT: Thank you very much. Now then, we're
5 on the convert to the 11; is that correct?

6 MR. BERRY: That is correct. I am gonna defer to
7 Mr. Brownstein to, um, state Mr. Maidenbaum's (inaudible)
8 pose -- I'm sorry to oppose this part of the proceedings
9 today.

10 THE COURT: Well, it's Ms. Curley's motion, I
11 believe.

12 MR. BERRY: That's right.

13 THE COURT: Ms. Curley.

14 MS. CURLEY: Thank you, your Honor. Thank you,
15 your Honor. Julie Curley, for the record, appearing for the
16 Debtor Aaron Fischman.

17 Your Honor, um, this was filed as a pro se
18 bankruptcy proceeding by the Debtor as a Chapter 13 case.
19 Um, as clearly evidenced by the schedules that were filed in
20 the case and proof of claims that have since been filed, the
21 Debtor's debts exceed the debt limits in a Chapter 13 such
22 that he's looking to convert the case to a Chapter 11
23 proceeding in which case my firm would seek to be retained
24 as Counsel to the Debtor.

25 The Debtor believes that a Chapter 11

1 reorganization would be in his best interest as well as the
2 estate as creditors and that they would provide a forum to
3 centralize the administration of the Debtor's assets and
4 payment to his creditors of -- Mr. Maidenbaum is not the
5 only creditor, there are other creditors.

6 In that regard, the Debtor submits that a Chapter
7 11, um, the case should be properly converted to a Chapter
8 11 so that he can proceed, um, and that the motion to
9 dismiss should be denied.

10 THE COURT: And you did -- you did file the
11 schedules properly?

12 MS. CURLEY: Yes, your Honor, the schedules I
13 believe were filed last week or the week before.

14 THE COURT: Well, I'll extend the time to file
15 those schedules just to do a housekeeping.

16 MS. CURLEY: Okay, thank you.

17 THE COURT: Ms. Leonhard, do you wish to weigh in?

18 MS. LEONHARD: Your Honor, yeah, Alicia Leonhard
19 for the U.S. Trustee for the record. We're not taking a
20 position. I frankly would look forward to learning more
21 about the case, a little more, you know, a little more
22 involvement in the case. I'm not sure that Mr. Fischman can
23 reorganize, but --

24 THE COURT: Is it -- I don't know that it was --
25 okay. Mr. -- Mr. Fischman.

1 MS. LEONHARD: Yeah, we're talking about Aaron
2 Fischman convert the case to Chapter 11.

3 THE COURT: This is Aaron -- okay, you're right,
4 I'm sorry. I agree. Mr. Brown (inaudible) --

5 MR. BROWNSTEIN: Good morning, your Honor.

6 THE COURT: (inaudible) -- the conversion,
7 correct?

8 MR. BROWNSTEIN: Yes. We made a motion to dismiss
9 the case, and previously we filed opposition to the
10 conversion. I guess -- I don't want to deal in platitudes,
11 but we -- we've all -- we're all experienced bankruptcy
12 practitioners or judges.

13 From my perspective, you have to look, and you can
14 take judicial notice of this, Mr. Fischman has been
15 convicted of crimes, he has -- and he's agreed to that and
16 has paid the Attorney General a million dollars. He was
17 accused and pleaded guilty to diverting funds from
18 investors, substantial millions of dollars, and he has been
19 litigating with Mr. Maidenbaum in the State Court for
20 approximately six or seven years. And only on the eve of
21 when he was threatened by the State Court, of incarceration
22 if he didn't produce or appear for a deposition, did the
23 involuntary petition magically get filed.

24 Then, when that case was originally dismissed, um,
25 and the depositions and production of documents were

1 rescheduled in the State Court, Choshen landed up filing a
2 Chapter 11, and then they -- Mr. Fischman was severed and
3 there was no stay in effect then as to Mr. Fischman. And
4 the hearing was rescheduled for him to appear.

5 The day before that hearing, I understand there was
6 a Teams meeting, and our papers reflect this, and at that
7 hearing, Mr. Fischman -- and at that Teams meeting,
8 Mr. Fischman said he was ready, willing and able to appear
9 at the deposition. And then, magically, he filed another
10 Chapter -- he filed a Chapter 13 pro se which now is what
11 they want to convert to an 11.

12 To me, the Bankruptcy Code is supposed to protect
13 an honest debtor, and it's supposed to be used as a shield,
14 not a sword. And he has done everything that he possibly
15 can to make it look like Mr. Maidenbaum is the bad guy here
16 when we're nothing but a victim who as you noted lost
17 millions of dollars here as a result of the fraud. And I
18 think there is a -- a number of cases and a number off of
19 tenets that basically say that a case must be -- in order to
20 be confirmed, must be filed and confirmed in good faith, and
21 if there is bad faith, then there is a number of bases upon
22 which this Court should use its discretion to determine
23 whether the case should proceed or not proceed.

24 Now, this is a discretionary conversion. It's not
25 an absolute, because it's not a conversion from a 13 to a 7.

1 This is discretionary because it's a 13 to an 11. And if
2 you take judicial notice of the State Court proceedings
3 which I think you can, and a decision is rendered by the
4 State Court, and if you bear in mind, and I am happy to go
5 through the 12 criteria that are mentioned in a number of
6 the cases, including the Plegokis (phonetical) case, which
7 talks --

8 THE COURT: Did you file that when you filed your
9 objection?

10 MR. BROWNSTEIN: Yeah, your Honor, that's in the
11 record. It's in our briefs.

12 THE COURT: Okay.

13 MR. BROWNSTEIN: And it's everywhere.

14 THE COURT: You don't have to go over it again if
15 you have already done it.

16 MR. BROWNSTEIN: All right. And there are twelve
17 bases upon which the Court looks at the totality of the
18 circumstances and determine what's in -- to determine what's
19 in the best interest of creditors, and a couple of them are
20 -- glare out at me that make absolute sense.

21 This is effectively a two-party dispute. He's --
22 Mr. Fischman has invoked the stay here as a sword. You will
23 notice that in both cases, in both in Choshen which is
24 not -- although the action for the motion to hold Maidenbaum
25 in contempt in Choshen I think is on today although I'm not

1 sure, but the motion to dismiss Choshen is not on today at
2 the hearing. He filed an action or a motion to hold us --
3 to hold Maidenbaum in contempt in both the Fischman case
4 which your Honor has denied, and -- and a motion to hold us
5 in contempt in Choshen, which hopefully your Honor will
6 deny. And he's trying to use the stay in order to obviate
7 his need to produce the documents and subject himself to a
8 deposition that he should unequivocally be --

9 THE COURT: (Inaudible) already there is no stay
10 in place. I just ruled on that.

11 MR. BROWNSTEIN: No, but there is -- they're
12 holding us in -- or trying to hold us in contempt in the
13 chosen case, and all I'm saying --

14 THE COURT: We're not arguing the Choshen case.

15 MR. BROWNSTEIN: I appreciate that. But all I'm
16 saying is that one of the factors that you have to look at
17 in all twelve factors that are used looking at the totality
18 of circumstances is the fact that the Debtor here filed
19 motions in both cases to hold us in contempt.

20 THE COURT: Okay.

21 MR. BROWNSTEIN: And he's trying to manipulate and
22 abuse the bankruptcy process. Why? Because he wants to
23 hide the money that we're getting close to obtaining, or
24 finding out where it is. That's all.

25 THE COURT: Ms. Curley, any rebuttal?

1 MS. CURLEY: Thank you, your Honor. Um, again,
2 the Debtor filed the case in an attempt to centralize all of
3 the disputes, um, between his creditors. The prior case was
4 an involuntary. He filed this current case as a pro se
5 Debtor. And now for the first time, the Debtor has counsel
6 representing him individually in this, and, um, I'd like to
7 think that he at least should be given the opportunity to
8 attempt to use the bankruptcy process to reorganize his
9 financial affairs.

10 As your Honor can sense from the courtroom, there
11 is a lot of moving parts, and if nothing else, bankruptcy is
12 a great location to centralize disputes to come to a
13 resolution so that there is not another six or seven years
14 of litigation.

15 I honestly think that, um, this forum would make a
16 very productive, um, place for the parties to move these
17 matters towards a resolution one way or another. And the
18 Debtor at least now that he has Counsel should be given the
19 opportunity to do that, and I would respectfully request
20 that the motion be denied, and um, certainly without
21 prejudice so that if the progress that I hope to make on
22 behalf of the Debtor is not made, then certainly any
23 creditor of a party in interest can proceed and file a
24 motion to dismiss.

25 THE COURT: I can take judicial notice of all the

1 action that has been taken in the past, and I am going to
2 dis -- do I have a motion to dismiss on, Mr. Brownstein?
3 Did you bring a motion to --

4 MR. BROWNSTEIN: Yes, your Honor, you do.

5 THE COURT: I'm going to grant your motion.

6 MR. BROWNSTEIN: Thank you, your Honor.

7 THE COURT: And thank you, Mr. Jose, for being
8 here. We will now proceed with the regular calendar.

9 MR. JOSE: Thank you.

10 THE COURT: Thank you.

11 (Proceedings concluded 9:33 a.m.)

12

13 C E R T I F I C A T I O N

14

15 I, Laurie A. Pellitteri, certify that the foregoing
16 transcript of proceedings is a true and accurate record of
17 the proceedings.

18

19 Signature: Laurie A. Pellitteri (Electronically signed.)

20 AMERICAN LEGAL TRANSCRIPTION

21 11 Market Street, Suite 215

22 Poughkeepsie, New York 12601

23 Dated: November 22, 2023

24

25